

Amendment 103

Contract No. 229944

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 103 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 14th day of December, 2010, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate ERG for the work necessary to include the software package provided by INIT (NxMdtClient v1.12-SEA-03026 DC5000 – Third Party Software Compliance Form v1 0.doc) in the second release of ERG's Maintenance Release 12. INIT is King County Metro's (KCM) vendor. This work is performed per CR-002568 and DEVI -063053 *KCM Implement INIT File*.
- C. The Parties agree that the Work necessary to complete the software update and associated documentation for KCM will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform the work necessary to:

(a) Include the specified software package, provided by INIT, in the second release of Maintenance Release 12. This software package is identified as NxMdtClient v1.12-SEA-03026 DC5000 – Third Party Software Compliance Form v1 0.doc

(b) KCM commits to include the OBS bus fleet in the KCM Prod Test to receive this update prior to the formal release of MR 12 to Production.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

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To perform the work necessary to include a specified software package in the second release of Maintenance Release 12 for the KCM OBS project.	
TOTAL	\$766

Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Three shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: _____

Its: _____

Date: _____

[Signature]
VICE PRESIDENT
10th Dec, 2010

The Agencies

By: _____

Their: _____

On behalf of the Agencies

Date: _____

[Signature]
Operations Manager
Dec 14, 2010

Signed by ERG Transit Systems (USA) Inc by its attorney Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:

Elaine Aulgur

Date

In the presence of:

Witness Signature

Date

Witness name: _____